

1
2 UNITED STATES DISTRICT COURT
3 CENTRAL DISTRICT OF CALIFORNIA
4

5 AMERICAN GUARD SERVICES
6 INC.,

7 Plaintiff,

8
9 v.

10 SZERLIP & CO., INC.,
11

12 Defendant.
13
14

Case No. 2:18-CV-05418-RSWL (SSx)

**STIPULATED CONFIDENTIALITY
AGREEMENT AND PROTECTIVE
ORDER**

**NOTE CHANGES MADE BY THE
COURT.**

15 Defendant Szerlip & Co., Inc. (“Szerlip”) issued a subpoena to produce
16 documents on non-party First Mercury Insurance Company (“FMIC”), seeking
17 any and all documents contained in FMIC’s underwriting and claim files for
18 plaintiff American Guard Services, Inc., (“AGS”), with the claim file documents
19 limited solely to the Rimona Ligon claim.

20 Whereas, some of the requested documents contain confidential, proprietary,
21 or private information for which special protection from public disclosure or use
22 for any purpose other than this litigation would be warranted and that the
23 disclosure of such information would necessarily result in harm to the disclosing
24 party.

25 Whereas, for purposes of permitting disclosure of documents containing
26 confidential information, as that term is defined below, the parties, which includes non-
27 party FMIC, stipulate and agree to the terms of this stipulated confidentiality order
28 through their respective counsel, and further agree that production of such confidential

1 information is conditioned on the Court executing a confidentiality order.

2 The parties, therefore, stipulate and agree as follows:

3 1. In connection with discovery proceedings in this action, parties may
4 designate any document, thing, material, testimony or other information derived
5 therefrom, as “Confidential” under the terms of this Protective Order (hereinafter
6 “Order”). Confidential information is trade secrets, proprietary information, and other
7 highly confidential commercial information, or material required to be kept confidential
8 by state or federal law.

9 2. By designating a document, thing, material, testimony or other information
10 derived therefrom as “Confidential” under the terms of this Order, the party making the
11 designation is certifying to the Court that there is a good faith basis in law and in fact for
12 the designation within the meaning of Federal Rule of Civil Procedure 26(g).

13 3. Confidential documents shall be so designated by stamping copies of the
14 document produced to a party with the legend “CONFIDENTIAL.” Stamping the legend
15 “CONFIDENTIAL” on the cover of any multipage documents shall designate all pages of
16 the document as confidential, unless otherwise indicated by the producing party.

17 4. Testimony taken at a deposition may be designated as confidential by
18 making a statement to that effect on the record at the deposition. Arrangements shall be
19 made with the court reporter taking and transcribing such deposition to separately bind
20 such portions of the transcript containing information designated as confidential, and to
21 label such portions appropriately.

22 5. Material designated as confidential under this Order, the information
23 contained therein, and any summaries, copies, abstracts, or other documents derived in
24 whole or in part from material designated as confidential (hereinafter “Confidential
25 Material”) shall be used only for the purpose of the prosecution, defense, or settlement of
26 this action, and for no other purpose.

27 6. Confidential Material produced pursuant to this Order may be disclosed or
28 made available only to the Court, to counsel for a party (including the paralegal, clerical,

1 and secretarial staff employed by such counsel), and to the “qualified persons” designated
2 below:

3 (a) a party, or an officer, director, or employee of a party deemed necessary
4 by counsel to aid in the prosecution, defense, or settlement of this
5 action;

6 (b) experts or consultants (together with their clerical staff) retained by
7 such counsel to assist in the prosecution, defense, or settlement of this
8 action;

9 (c) court reporter(s) employed in this action;

10 (d) a witness at any deposition or other proceeding in this action; and

11 (e) any other person as to whom the parties in writing agree.

12 Prior to receiving any Confidential Material, each “qualified person” shall be provided
13 with a copy of this Order and shall execute a nondisclosure agreement in the form of
14 Attachment A, a copy of which shall be provided forthwith to counsel for each other
15 party and for the
16 parties.

17 7. Only qualified persons may attend depositions at which Confidential
18 Material is used or discussed.

19 8. The parties may further designate certain discovery material or testimony of
20 a highly confidential and/or proprietary nature as “CONFIDENTIAL - ATTORNEY’S
21 EYES ONLY” (hereinafter “Attorney’s Eyes Only Material”), in the manner described in
22 paragraphs 2 and 3 above. Attorney’s Eyes Only Material, and the information contained
23 therein, shall be disclosed only to the Court, to counsel for the parties (including the
24 paralegal, clerical and secretarial staff employed by such counsel), and to the “qualified
25 persons” listed in subparagraphs 6(b) through (e) above, but shall not be disclosed to a
26 party, or to an officer, director or employee of a party, unless otherwise agreed or
27 ordered. If disclosure of Attorney’s Eyes Only Material is made pursuant to this
28 paragraph, all other provisions in this order with respect to confidentiality shall also

1 apply.

2 9. Nothing herein shall impose any restrictions on the use or disclosure by a
3 party of material obtained by such party independent of discovery in this action, whether
4 or not such material is also obtained through discovery in this action, or from disclosing
5 its own Confidential Material as it deems appropriate.

6 10. If Confidential Material, including any portion of a deposition transcript
7 designated as Confidential or Attorney's Eyes Only, is included in any papers to be filed
8 with the Court, such papers shall be accompanied by an application to (a) file the
9 confidential portions thereof under seal (if such portions are segregable), or (b) file the
10 papers in their entirety under seal (if the confidential portions are not segregable). The
11 application shall be directed to the judge to whom the papers are directed. Pending the
12 ruling on the application, the papers or portions thereof subject to the sealing application
13 shall be lodged under seal.

14 11. This Order shall be without prejudice to the right of the parties (i) to bring
15 before the Court at any time the question of whether any particular document or
16 information is confidential or whether its use should be restricted or (ii) to present a
17 motion to the Court under Fed. R. Civ. P. 26(c) for a separate protective order as to any
18 particular document or information, including restrictions differing from those as
19 specified herein. This Order shall not be deemed to prejudice the parties in any way in
20 any future application for modification of this Order. **The provisions of paragraphs 10**
21 **and 11 are subject to the Local Rule requirements of Local Rule 79 and Local Rule**
22 **37. Nothing in the Order shall govern the introduction or filing of evidence during**
23 **the trial of this matter.**

24 12. This Order is entered solely for the purpose of facilitating the exchange of
25 documents and information between the parties to this action without involving the Court
26 unnecessarily in the process. Nothing in this Order nor the production of any information
27 or document under the terms of this Order nor any proceedings pursuant to this Order
28 shall be deemed to have the effect of an admission or waiver by either party or of altering

1 the confidentiality or nonconfidentiality of any such document or information or altering
2 any existing obligation of any party or the absence thereof.

3 13. This Order shall survive the final termination of this action, to the extent
4 that the information contained in Confidential Material is not or does not become known
5 to the public, and the Court shall retain jurisdiction to resolve any dispute concerning the
6 use of information disclosed hereunder. Upon termination of this case, counsel for the
7 parties shall assemble and return to each other all documents, material and deposition
8 transcripts designated as confidential and all copies of same, or shall certify the
9 destruction thereof.

10 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

11 Diana Courteau attests that pursuant to L.R. 5-4.3.4(a)(2)(i), all other
12 signatories listed, and on whose behalf the filing is submitted, concur in the filing's
13 content and have authorized the filing.

14
15 DATED: May 14, 2019

COURTEAU & ASSOCIATES, INC.

16
17 /S/
18 _____
19 Diana L. Courteau, Esq.
Attorneys for Defendant
SZLERLIP & CO., INC.

20 DATED: May 13, 2019

21 /S/
22 _____
23 Mazyar Hassan Mazarei
Attorneys for Plaintiff
24 AMERICAN GUARD SERVICES, INC.,

25 DATED: May 7, 2019

GIBSON ROBB & LINDH LLP

26
27 /S/
28 _____
Michael J. Cummins
Attorneys for Non-Party
FIRST MERCURY INSURANCE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

COMPANY

ORDER

GOOD CAUSE APPEARING, the Court hereby approves this Stipulation
and Protective Order.

IT IS SO ORDERED.

DATED: 5/24/19

/S/ SUZANNE H. SEGAL
United States Magistrate Judge